



**Nazareth College of Rochester
Acknowledgement of Assumption of Risk
and Release/Waiver of Liability**

Participant Name: _____

Activity: _____

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. ITS EFFECT IS TO RELEASE NAZARETH COLLEGE OF ROCHESTER FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITY AND TO WAIVE CLAIMS AGAINST NAZARETH COLLEGE OF ROCHESTER FOR ANY POTENTIAL DAMAGES OR LOSSES RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITY.

In consideration for being allowed to participate in _____ (Activity) at Nazareth College of Rochester (Nazareth), I, _____ (participant’s name) acknowledge, understand, and appreciate that:

1. The Activity, and any and all related events and action including, but not limited to fundraisers and charity events, may present various risks, some of which may be serious; and
2. These risks may include, but are not limited to, contusions, muscle strains and sprains, broken bones, lacerations, cardiac malfunction, head, neck and back injury, concussions, permanent and temporary paralysis, drowning, death, and personal property damage or loss; and
3. I choose to knowingly and voluntarily participate in the Activity with full knowledge that the Activity may be hazardous to me and/or my personal property; and
4. I voluntarily assume full responsibility for any risk of injury, both known and unknown, which may be sustained by me as a result of my participation in the Activity and which may be caused by my own actions, inactions, or negligence, as well as from the actions, inactions, or negligence of others, including Nazareth, or the condition of the premises; and
5. I accept full responsibility for paying any medical or associated expenses that I may incur while participating in the Activity; and
6. I certify that I have, and will maintain throughout my participation in the Activity, medical insurance; and
7. I hereby consent to first aid and emergency medical care for treatment for injuries that I may sustain while participating in the Activity; and
8. I understand that I will be fully responsible for any expenses associated with the provision of care, including such care listed in paragraph 7; and
9. I understand that if I drive my own vehicle or am a passenger in a non-Nazareth vehicle while traveling to and/or from the Activity, Nazareth automobile liability insurance coverage will not apply; and
10. I hereby expressly release, waive, and forever discharge Nazareth and all representatives thereof from all responsibility, claims, causes of action, damages, and liability whatsoever, in law or in equity, known or unknown, that might arise out of my voluntary participation in the Activity. I also agree to indemnify and hold harmless Nazareth and all representatives thereof for any loss, liability, damage or costs, including court costs and attorneys’ fees, that may occur as a result of my voluntary participation in the Activity. I acknowledge that my release, waiver, discharge, and agreement to indemnify and hold harmless Nazareth and all representatives thereof, is binding on myself, my family, my heirs, successors, and personal representatives; and
11. I understand that Nazareth reserves the right to cancel, modify, or terminate the Activity if in its judgment, conditions so dictate. Furthermore, as a Nazareth student, I acknowledge that the Student Conduct Code (Code) applies to all Nazareth programs, whether on-campus or off-campus, and that any violation of the Code occurring during participation in the Activity will be reported to the Student Conduct Office.

I HAVE CAREFULLY READ THIS DOCUMENT AND HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF ITS PROVISIONS. AFTER CAREFUL CONSIDERATION, I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY INDUCEMENT AND AGREE TO THE ABOVE TERMS IN THEIR ENTIRETY.

Participant Signature

Date

Parent/Legal Guardian Signature*

Date